

PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3.7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

L.2 CLAUSES PROVIDED IN FULL TEXT

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Fixed Price Indefinite Quantity/Indefinite Delivery contract resulting from this Screening Information Request.

(End of provision)

3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: Email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to Samantha.E.Williams@faa.gov.
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

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3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W., Room 323,

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Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.
(End of provision)

L.3 POINT OF CONTACT

The Contracting Officer is the sole point of contact for this acquisition. All questions or concerns must be addressed to the Contracting Officer listed in G.6, CONTRACT ADMINISTRATION REPRESENTATIVES.

L.4 NUMBER OF AWARDS

It is anticipated that one award will result from this SIR; however, the FAA reserves the right to make more than one award or no award if it is in the best interest of the Government.

L.5 PROJECTED MILESTONE SCHEDULE

The following represents the projected procurement schedule as of the release date of this SIR.

Activity	Date
Release SIR	5/19/2011
Communication/Clarifications Due From Offerors	NLT 6/2/2011
FAACO Updated with Clarifications	NLT 6/6/2011
Submittals	6/20/2011
Contract Award	9/07/2011

L.6 SUBMISSION OF PROPOSAL

Offerors assume full responsibility for ensuring that Proposal submissions are received on **June 20, 2011** by 1:30 PM Eastern Standard Time (EST). Format and content must be IAW L.16, PROPOSAL INSTRUCTIONS. A timely submittal is one that is received by **June 20, 2011** by 1:30 PM Eastern Standard Time (EST). The FAA will send a confirmation email upon receipt of your proposal.

L.7 DELIVERY ADDRESS

All proposals must be emailed to the following email address:

Samantha Williams, AJA-475
Email: samantha.e.williams@faa.gov

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L.8 ELECTRONIC SIGNATURE

The proposal must contain a signed copy of all documents requiring signature by the Offeror. (See Section H.11, 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (July 2007))

L.9 PRE-PROPOSAL CONFERENCE

The FAA does not intend to hold a pre-proposal conference in conjunction with this SIR.

L.10 DISCREPANCIES, QUESTIONS, AND CLARIFICATIONS

a. If an Offeror believes the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror must immediately notify the Contracting Officer in writing with supporting rationale. If discrepancies are not noted prior to Offer submission, then none are presumed to exist.

b. Questions/clarifications must reference to the applicable contract section, and the appropriate section or paragraph within the section. The Government will provide all Offerors all questions and associated responses. The source of the questions/clarification will not be identified.

c. The FAA will not accept telephonic or questions submitted orally. All questions or clarifications must be prepared in writing and submitted to the Contracting Officer via email by June 2, 2011 (IAW L.5, PROJECTED MILESTONE SCHEDULE). The Contracting Officer will post all responses to requests for information/clarifications to the FAA Contract Opportunities website, at <http://faaco.faa.gov>, no later than **June 6, 2011** (Section L.5, PROJECTED MILESTONE SCHEDULE). Written requests for information or clarification received after **June 2, 2011**, will not be answered.

L.11 EXPENSES RELATED TO OFFEROR SUBMISSION

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer under this SIR. This includes costs associated with any aspect of the proposal activity and any research, studies or designs carried out for the purpose of incorporation into any part of the offer. This also includes any costs to acquire or contract for any services or product relating to the offer under this SIR.

L.12 RESPONSIBLE PROSPECTIVE CONTRACTORS

The FAA will make a determination that you have the necessary quality, fitness and capacity to successfully perform the work under the terms and conditions of this contract. Specifically; you must:

1. Have adequate financial resources to perform the contract or the ability to obtain them.
2. Be able to comply with the required delivery or performance schedule, taking into consideration all other existing commercial and FAA business commitments.
3. Have a satisfactory performance record.
4. Have a satisfactory record of integrity and business ethics.
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
6. Have the necessary facilities or the ability to obtain them.
7. Be in compliance with affirmative action and disadvantaged business program requirements.
8. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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b. The FAA may rely on information from compliance and regulatory agencies and/or independent investigation to determine your responsibility. Past performance will also be used to evaluate your responsibility.

c. In making a responsibility determination, it may be necessary for the FAA to discuss with you any concerns it may have.

d. Before being declared non-responsible, you will be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the FAA is relying, and provided with an opportunity to be heard in accordance with applicable law.

L.13 COMMUNICATION WITH OFFERORS

a. The purpose of communications is to ensure there are mutual understanding between the FAA and the Offerors about all aspects of this solicitation, including the Offerors' submittals/proposals. All communications must be with Contracting Officer identified in G.6, CONTRACT ADMINISTRATION REPRESENTATIVES. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of that Offeror's submittal.

b. There may be one-on-one communications with an Offeror. Communications with one Offeror does not necessitate communications with other Offerors. The Contracting Officer will ensure communications with one Offeror does not afford any Offeror an unfair competitive advantage. The FAA reserves the right to conduct communications with all, some, or none of the offerors as circumstances warrant.

c. If, after release of the SIR, there are changes in requirements, all Offerors competing at that stage will be advised of the change and afforded an opportunity to update their proposals accordingly. Where communications do not result in any changes in the FAA's requirements, the FAA is not required to request or accept Offeror revisions.

L.14 NON-GOVERNMENT ADVISORS

a. Offerors are advised that individuals from the following support Contractor organizations will participate as non-Government advisors in the evaluation of Proposals.

- Tetra-Tech / Advanced Management Technology (AMT)
- Engility Corporation.

b. Individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific recommendations on specialized matters or on particular problems. Any objection to disclose information to these non-government advisors must be provided in writing no later than 10 business days after RFO release and must include a detailed statement with the basis of the objection. All non-Government personnel have signed, or will sign before the evaluation process begins, non-disclosure and no conflict of interest statements. The exclusive responsibility for source selection remains with the FAA.

L.15 FORMAT AND CONTENT

All information must be submitted in electronic copy and in standard letter size 8½ x 11. Foldout pages not exceeding 11 inches by 17 inches in size are acceptable where required for the presentation of drawings or other graphical material. Font and margin requirements do not apply to foldout pages or tables, but must be easily readable. Foldout pages will be counted as one page and must not be used for the presentation of straight text and must not exceed 10% of the total page count. The proposal pages must be numbered

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sequentially. Any items embedded within a document must be objects only, not links. Font size must be no smaller than 11 with top and bottom margins no smaller than 1.0 inch, and left and right margins no smaller than 1.0 inch.

Each Volume must contain an Index, a Glossary and an Executive Summary. The Index and Glossary are not subject to the volume page limitation.

The Offeror must submit an emailed proposal compatible with Microsoft Office 2003 (e.g., Excel, Word, PowerPoint), Microsoft Project 2003, and Adobe Acrobat Reader 7.0.

All pages must be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive".

L.16 PROPOSAL INSTRUCTIONS

- a. Offerors are instructed to ensure that all aspects of the factors in Section M are addressed. Also, unless explicitly instructed otherwise, Offerors must address the entire period of performance of the contract, including options.
- b. Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer.
- c. Omission of, or an underdeveloped response to, the requirements of this SIR may render a proposal incomplete as it relates to the requirements of the SIR and, therefore, may cause it to be found unacceptable for further consideration.
- d. This procurement is a set-aside exclusively for competitive award among service disabled veteran owned small businesses (SDVOSB) as defined by 38U.S.C.101. Each Offeror claiming SDVOSB status is required to provide a completed Business Declaration from to self-certify its eligibility. The CO will verify the self-certification at <http://www.vip.vetbiz.gov>. If the Co is unable to verify on the VA website that the offeror is a SDVOSB, then the Offeror will be considered ineligible for award.
- e. The Offerors proposal submission must consist of Volume I – Technical Proposal and a Volume II – Price Proposal. The volumes must be organized as follows and contain the following information:

VOLUME I: TECHNICAL PROPOSAL

The Technical Proposal consists of the proposed approach for addressing the technical, management, and support aspects of the contract. It must indicate the Offeror's capabilities and the means to satisfy the requirements of the SOW. It will be evaluated in accordance with the criteria contained in Section M and it should be specific and complete. The proposal should be practical and be prepared simply and economically, providing a straightforward explanation of what it is the Offeror will do to satisfy the requirements. Offerors must fully substantiate the approach and demonstrate an understanding of the requirements.

Volume I must be divided into three Sections as follows: Executive Summary, Technical Approach and Past Performance and must comply with the following page limitations.

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Section 1, Executive Summary, and Section 2, Technical Approach, are limited to no more than sixteen (16) total pages single sided.

Section 1: Executive Summary: This section must provide a summary of the following information:

- Key elements, unique features, and benefits (excluding price)
- Potential risks and mitigation strategies
- Major milestones
- Identification of key personnel and reporting mechanisms.

Section 2 Technical Approach: This section must include information that will allow the FAA to assess your approach and your capabilities to the systems engineering design and development of the MALSR integrated system to meet all requirements of the SOW.

Approach

Element 1- Power Isolation Unit Design and Development: The Offeror must include information that will allow the FAA to assess your capability/capacity to manufacture a PIU IAW the Government Furnished Drawings and System Support Modification (SSM) as detailed in SOW C.3.6. The Contractor must maintain configuration control of this item IAW with SOW C.3.11.

Element 2- Systems Integration: The Offeror must include information that will allow the FAA to assess your specific Systems Integration approaches or techniques for implementing the integration of the MALSR equipment as detailed in SOW C.3.7 of this SOW.

Element 3- Production Acceptance Testing (PAT): The Offeror must include information that will allow the FAA to assess your ability to conduct PAT in accordance with SOW C.3.9.1 of the SOW. You must discuss the facilities, equipment, and testing capabilities such as who, what, when, where and how.

Capabilities

Element 1- Management Organization: The Offeror must include information that will allow the FAA to assess: 1) your proposed organizational structure that demonstrates a clear understanding of program requirements, priorities, and risks; 2) your ability in the lines of communication needed to effectively identify and resolve all program status, issues, and risks.

Element 2 - Program Management Approach: The Offeror must include information that will allow the FAA to assess: 1) your process and detailed procedures for initiating, planning, executing, monitoring and controlling, and closing the program. This must include usage standards for program management tools; 2) your process and detailed procedures on managing all subcontractors (if applicable) to meet contractual requirements; 3) your processes and detailed procedures to identify potential changes to the project baseline and appropriate mechanisms that must be utilized to correct variances and control changes; 4) your methodology on your development of resource allocations, activity sequencing and durations as related to the Integrated Master Schedule for the MALSR System Integration program.

Element 3 - Facilities: The Offeror must include information that allows the FAA to assess: 1) your capabilities to meet the requirements for facility floor space, electronic test equipment, hand tools, 240/120 three-wire electrical service of 100 Amps to power the MALSR system, and manufacturing capability of cables of various wire gauges and connectors along with coaxial cables; 2) your test equipment calibrations are traceable to the *National Institute of Standards and Technology* (NIST).

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Element 4 - Business Management: The Offeror must include information that allows the FAA to assess the degree of your capability to provide an accounts department capable of purchasing the required hardware for the integration of the MALSR systems, along with inventory and asset control, accounts receivable, and accounts payable.

Element 5 - Key Personnel: The Offeror must include information that allows the FAA to assess: 1) your qualifications (experience, education, and certifications) of proposed key personnel to successfully fulfill their prescribed roles; 2) your skills and experience of proposed key personnel to align with the Offeror's proposal.

Section 3: Past Performance

This Section must include the information requested below. This Section is limited to no more than two (2) pages per reference single sided.

So that the FAA can evaluate your Past Performance in accordance with Section M.3, Evaluation Factors- Factor 3- Past Performance, you must submit the following information for both yourself and proposed first-tier subcontractors.

a. A list of three (3) contracts which you performed as the prime contractor that were either completed during the last five (5) years or contracts that are in process that have at least three (3) years of execution for efforts similar in size, scope, and complexity to this requirement. If you do not have three (3) contracts in which you performed as a prime contractor, you may substitute one, two, or three with contracts you performed as a major subcontractor that were either completed during the last five (5) years or contracts that are in process that have at least three (3) years of execution for efforts similar in size, scope, and complexity to this requirement. Contracts listed may include those with the FAA, other federal departments or agencies, agencies of state and local Governments, and commercial customers.

For purposes of evaluating past performance, a major Subcontractor is defined as: An individual or company hired by the prime contractor to perform 15% or more of the cost/price of an awarded task/contract.

Include the following information for each contract/subcontract:

1. Name of the customer
 2. Contract number
 3. Contract type
 4. Total contract value
 5. Duration of the contract
 6. Summary of work performed
 7. Contracting Officer name and telephone number
 8. Program Manager name and telephone number
 9. Administrative Contracting Officer, if different from # 7, and telephone number
 10. List of first-tier subcontractors
- b. For the three (3) contracts/subcontracts identified above, you must provide information, as appropriate, in the following areas:
1. Significant problems encountered and corrective actions taken.
 2. Quality awards or certifications.
- c. The FAA will use this information to solicit feedback on your past performance. The FAA reserves the right to obtain information from other sources to evaluate your past performance.

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d. You are advised to notify the references above regarding your response to this solicitation and that they have been identified as sources of past performance information.

VOLUME II: PRICE PROPOSAL

a. The Offeror is expected, in good faith, to submit current data, supporting schedules, or substantiation that is sufficient to establish the completeness, consistency, reasonableness, and realism of the proposed price. The Offeror must demonstrate: (a) existing verifiable data; (b) the judgment factors, rationale, and methodology applied in projecting from known data to the estimate; and (c) the contingencies used by the Offeror in the proposed price.

b. Offerors must include all information relating to the proposed price and all required supporting documentation in Volume II. Data beyond that required by this instruction must not be submitted, unless it is considered essential to document or support the price position.

c. Compliance with these instructions is mandatory and failure to comply may result in rejection of the proposal. The burden of proof for credibility of proposed prices rests with the Offeror. Unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic proposal.

d. All dollar amounts provided must be rounded to the nearest dollar.

e. There is no page limitation for Volume II.

f. Volume II must include your pricing. The pricing must be sufficient for the FAA to determine the prices are fair and reasonable and comply with Section M.3, Evaluation Factors- Price Proposal. Using the Section B excel file, you must enter your FFP pricing for each CLIN. This must be provided to the Government in electronic format.

g. It is anticipated the pricing of this solicitation will be based on adequate price competition. Therefore, Offerors are not required to submit certified cost and/or pricing data attesting to its accuracy. However, all requested cost/price data must be provided. If, after receipt of proposals, it is determined that adequate price competition does not exist, a certification as to the accuracy of cost or pricing data previously submitted may be required. If such a determination is made, the FAA will provide specific instructions.

h. Volume II must consist of the following:

Section 1: Solicitation/Contract Form: The Offeror must complete blocks 12 thru 18 on Form SF 33 – Solicitation, Offer, and Award. The representative who signs this form in Block 17 must be authorized to contractually bind the company submitting the proposal.

Section 2: Section K Representations, Certifications, and Other Statement of Offerors arranged in the order requested in Section K. All appropriate Representations and Certifications, must be completed, signed by you and provided, in their entirety.

Section 3: Section B pricing file.

L.17 DEBRIEFING OF UNSUCCESSFUL OFFERORS

Debriefings are conducted with the goal of educating successful and unsuccessful Offerors on where changes can be made to improve future source selection participation. The debriefing will not be a point-by-point comparison of the Offers, nor will any information be provided that is exempt from disclosure under the

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Freedom of Information Act (FOIA). The debriefing will include at least the following: (1) the Source Selection Officials decision; (2) the Offeror's evaluated standings relative to the successful Offeror; and (5) a summary of the evaluation findings relating to the successful Offeror. A comparison with other Offeror's proposals will not be made.

Successful or unsuccessful Offerors may request a debriefing by providing an email request to the Contracting Officer at dave.keeahan@faa.gov within five (5) business days after being notified of contract award. The Contracting Officer will notify Offerors, via email with receipt requested, of their debriefing date, time, and location. The Offeror must respond back to the Contracting Officer's email formally acknowledging receipt. This will serve as official notification of the debriefing. Debriefings will be conducted only after source selection activities for the award of the contract are complete.

Offerors must provide any questions to the Contracting Officer, via email above, no later than seven (7) calendar days before the Offeror's scheduled briefing date and time.

L.18 DISPOSITION OF UNSUCCESSFUL PROPOSALS

If a proposal is withdrawn before the Section L.5, PROJECTED MILESTONE SCHEDULE date that proposals are due, it may be returned at the Offeror's expense or destroyed by the FAA. Proposals from unsuccessful Offerors will not be returned. The original proposal will be retained in the file and the remaining copies will be destroyed.

L.19 PERIOD OF OFFER

Proposals must be considered binding for 180 calendar days from the SIR closing date. Offeror's proposals may offer more than 180 days, however proposals offering less than 180 days may be deemed to be unacceptable.

End of Section L